

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

	X		
	:		
TRANSCIENCE CORPORATION &	:		
YOLANDA VON BRAUNHUT (individual)	:		
Plaintiffs	:	Index No.:	13 CV 6642
	:		
-against-	:		
	:		
	:	PROPOSED ORDER	
	:		
BIG TIME TOYS, LLC	:		
Defendant.	:		
	X		

The following facts are found to be established for the purpose of this Order:

1. The Plaintiffs are the owner of the US trademarked Sea-Monkeys® intellectual property;
2. The parties entered into a written contractual agreement in the year 2007 that was subsequently modified in the year 2009;
3. In December of the year 2012 the Defendant breached the agreement between the parties;
4. In January of 2013 the agreement between the parties was effectively terminated pursuant to the expressly stated terms of the agreement;
5. The Defendant has no valid defense or righteous basis to excuse its payment obligation as expressly detailed in the formerly valid written agreement between the parties;
6. Defendant has continued (*and continues*) to sell the trademarked Sea-Monkeys® product after the agreement between the parties was terminated;
7. The Defendant has withheld monies to the Plaintiffs to which the Defendant has no right or claim;
8. The Plaintiffs are likely to experience irreparable harm if this ORDER is not GRANTED;
9. The Plaintiffs will likely succeed on the merits of the action;
10. There are no equitable defenses that can be established to deny the issuance of the preliminary injunctive relief requested.

AND NOW upon careful consideration of all the materials submitted to the Court for its review it is hereby;

ORDERED that pending final resolution of the action entitled TRANSCIENCE CORPORATION *et al* against BIG TIME TOYS, LLC, Index Number.: 13 CV 6642, that the Defendant will immediately cease selling, marketing, and/or producing any of Plaintiffs' trademarked products, including but not limited to Plaintiffs' Sea-Monkeys® product; and it is further

ORDERED that Defendant is prohibited from any continuing use of Plaintiffs' trademarks or copyrights for the full duration of the aforementioned action; and it is further

ORDERED that the security interest in the current action will be deemed to be the amount of money damages to be determined at judgment that the Defendant withheld from the Plaintiffs after the Defendant's breach of contract was performed on or about December 10th of the year 2012.

Dated

USDC Judge Edgardo Ramos